

The jury answered Interrogatory 2A finding that the plaintiff had proved that it had a contract with Defiance Hospital as of the time plaintiff and defendant, Dr. Ferguson, were in negotiations for Dr. Ferguson to work with the plaintiff.

(3:04 CV 7262)

The jury answered Interrogatory 2B finding that the plaintiff had proved that the defendant, Dr. Ferguson, knew of the contract between Radiology Services and Defiance Hospital for radiology services.

The jury answered Interrogatory 2C finding that the plaintiff had failed to prove that Dr. Ferguson intentionally acted to cause a breach, and did, in fact, cause a breach by Defiance Hospital of the contract between Fairview Radiology and Defiance Hospital.

The jury answered interrogatory 3A finding that the plaintiff had proved that a business relationship existed between the plaintiff Fairview and Defiance Hospital and answered Interrogatory 3B that the plaintiff had proved that Dr. Ferguson knew of the business relationship between Fairview and Defiance Hospital. The jury then answered Interrogatory 3C finding that the plaintiff had failed to prove that Dr. Ferguson interfered with the business relationship between Fairview Radiology and Defiance Hospital.

As a consequence of the jury's answers to the interrogatories as above described, the plaintiff is not entitled to money damages against the defendant Dr. Edrick Ferguson. The plaintiff's case against the defendant Dr. Edrick Ferguson is CLOSED and each party is to pay its own costs.

IT IS SO ORDERED.

October 17, 2005
Date

/s/ David D. Dowd, Jr.
David D. Dowd, Jr.
U.S. District Judge